



REASONABLE ADJUSTMENTS

BARGAINING GUIDE, MODEL POLICY & ACCESSIBILITY PASSPORT

Reasonable adjustments are physical, environmental, policy or other changes to the workplace that prevent or reduce the barriers disabled people face. Employers have a legal duty to make reasonable adjustments where an employee is disabled and faces substantial disadvantage in the workplace.

This bargaining guide outlines why the branch benefits from negotiating reasonable adjustment policies and how to approach the employer. A model policy and a template 'passport' are included in Appendix 1 and 2.

Why should my branch negotiate around Reasonable Adjustments?

One in five of the working age population is disabled and we estimate up to 200,000 UNISON members are disabled. So there will be a sizeable number of disabled members in your branch, even if some of them have non-apparent impairments or have not told you they are disabled. Due to discrimination, disabled members can account for a high number of the branch's individual cases, especially if the employer does not have an agreed policy on reasonable adjustments. Stewards may spend a lot of time in one-to-one meetings with management arguing that adjustments should be considered.

UNISON branches are often very stretched, with new policies and re-organisations to negotiate, in addition to numerous individual cases. If the branch can get the employer to agree a reasonable adjustment policy then this can reduce the amount of time spent negotiating on behalf of individual members. The process should become much easier for members, with less need for UNISON representation at the informal stage. Where UNISON representation is required, a clear policy which sets out management responsibilities should cut down on time spent arguing about the employer's duty under the Equality Act.

Negotiating on reasonable adjustments will also highlight UNISON's commitment to disability equality and help the branch win new members and stewards.

What are the issues our members face?

Although the Equality Act has been in place since 2010, our disabled members continue to face barriers in accessing reasonable adjustments, including the following:

- Employers refusing to accept the member is disabled.

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- Employers who argue they have to treat everyone equally, even though the reasonable adjustment duty requires disabled workers to be treated more favourably where such adjustments are required.
 - Employers who claim they can't afford to make reasonable adjustments or 'business needs' won't allow it. Some of these employers then go on to put the member on capability because they can't do their job, even though they could do their job if the adjustments were agreed!
 - Employers who say they will implement adjustments but then are reluctant to take action and the adjustments never happen. This is a common problem and our members often find they wait months or even years for promised adjustments to materialise.
 - Employers who won't allow members to take disability leave when they are waiting for an adjustment to be put in place. Instead member's can be forced to take sick leave. A period of disability leave may be appropriate when the employee is awaiting reasonable adjustments to be implemented.

What does the law say about reasonable adjustments?

The Equality Act 2010 (and the Disability Discrimination Act 1995 in Northern Ireland) gives disabled job applicants, workers and former employees the right to reasonable adjustments where they experience substantial disadvantage in certain circumstances when compared with someone who is not disabled. The circumstances where the duty can arise include where there is:

- a 'provision, criterion or practice', for example a workplace policy, applied by (or on behalf of) the employer;
- a physical feature of the employer's premises (such

as stairs); and/or,

- a failure by the employer to provide an auxiliary aid (such as voice recognition software).

Employers have a duty to provide reasonable adjustments where they know, or reasonably ought to have known, the worker, job seeker or former employee was disabled.

Only disabled people, as defined in the Equality Act 2010, are entitled to reasonable adjustments. This definition involves a technical assessment which is different to how a disabled person is defined elsewhere in society and law. According to the Equality Act, a disabled person is someone with a physical or mental impairment which has lasted, or is likely to last, 12 months or more. It must be shown that the impairment has a substantial (ie more than minor or trivial) adverse effect on the person's ability to carry out normal day to day activities.

The employer's duty begins as soon as it is able to take steps which it is reasonable for it to have to take in order to avoid the relevant disadvantage to the disabled person.

Examples of reasonable adjustments

Every disabled worker will face different barriers and what is 'reasonable' will need to take into account an individual's circumstances and the size and resources of the employer.

Examples of reasonable adjustments include:

- Doing things another way, such as allowing someone who experiences social anxiety to have their own desk instead of hot-desking
- Making physical changes, such as installing a ramp for a wheelchair user or an audio-visual fire alarm for a Deaf person
- Allowing a disabled person work somewhere

else if requested, such as on the ground floor for a wheelchair user or someone with a mobility impairment

- Changing the workers' equipment, such as providing a more appropriate keyboard if they have chronic arthritis
- Allowing employees who become disabled to make a phased return to work, for example working flexible hours or part-time.

However there is no definition or list of what is reasonable. There is also no statutory timescale for how long it is reasonable to wait for an adjustment to be put in place. It all depends on the individual circumstances of the worker and the employer. If Occupational Health are doing their job properly they should be able to advise. But in the end, if there is a failure to reach agreement, it is the courts who decide what is reasonable. Agreeing a policy locally can avoid costly and time-consuming Employment Tribunal claims for both the branch and the employer.

How to negotiate a reasonable adjustments policy

Your starting point should be UNISON's model reasonable adjustments policy in Appendix 1. Employers will often welcome being presented with a model agreement as it means less work for them. They can agree a policy which they know is in line with the law and with best practice.

UNISON has some 'red lines' which are outlined in the Key Bargaining Aims section below. These are the areas where you are likely to get the most push back from the employer and where you will need to flex your negotiating muscles to get a good deal for members.

You should use the employers frequently asked questions section of this guide to address any employer concerns or any attempts by them to avoid their legal duty.

Many employers will want to add to the agreement and where this enhances their commitment to disability equality it should be welcomed. However you should check these additions don't undermine disabled workers rights – see the section on What to Avoid below.

Always remember that one of the most important outcomes of any negotiation with the employer is to try to recruit and develop new members and activists so that the branch can better represent members and is in a stronger negotiating position for the next campaign.

Key bargaining aims

- Branches should be aiming to achieve the following key bargaining points:
- The employer should make a clear commitment to the social model of disability and to promoting understanding of this.
- The employer should commit to a proactive approach, publicising the right to reasonable adjustments for disabled staff.
- The employer should respond to the employee's request for adjustments within a specified timescale and make clear whether their adjustments are agreed or not.
- There should be a right to progress to the next stage if adjustments are refused.
- There should be a right to appeal via the grievance procedure should the process be exhausted without agreement.
- Managers should commit in writing to a clear timetable for implementing reasonable adjustments.

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- The employer should ensure managers are trained in the new policy so that they can implement it on the ground.
 - Branches should try to ensure the employer also agrees a disability leave policy to complement the reasonable adjustment policy.
 - Branches should make clear that UNISON sees the Equality Act as the bare minimum employers should be doing. Where you can also push for adjustments for workers who are not covered by the Equality Act definition of a disabled person then you should do this.
 - Finally, make sure there is a review date for the policy so that you can check the agreement is working.

Negotiating Check list

- Set up a Working Group and/or identify a branch disabled members rep/contact to lead
- Confidentially map or survey your disabled members
- Consult with UNISON members, UNISON bodies and external organisations
- Make your claim, using the employer frequently asked questions below
- Agree a reasonable adjustments policy
- Agree a timescale for implementation
- Publicise the result and recruit non-members
- Tell your UNISON regional disabled members' group and send a copy to UNISON's Bargaining Support Group at bsg@unison.co.uk
- Encourage new activists to become reps and/or join the branch committee
- Ensure the branch monitors the policy regularly
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What to avoid

- Don't agree a set "list" or menu of reasonable adjustments. Every disabled member is different and there is no exhaustive set of workplace adjustments. These need to be agreed on a case by case basis.
- Don't allow the employer to medicalise disabled workers. UNISON supports the social model of disability where people are disabled due to the way the workplace is set up and the barriers this creates, and not due to their impairments. Encourage the employer to focus on removing those barriers through reasonable adjustments and not by looking at ways to medically "cure" a disabled person.

Using Reasonable Adjustments policies to organise the branch

A key outcome of negotiating reasonable adjustment policies should be to organise the branch more effectively so that you can achieve further improvements for members.

Organise a meeting of disabled members to get their views. Some of these members may be willing to lead or assist with the negotiation. Others might be willing to become workplace stewards or contacts so stay in touch with them throughout the process and make sure you get back to them when you have a deal. As a result of negotiating on this issue, you may be able to set up a branch disabled members group that meets on a regular basis and is a training ground for new branch activists.

You should ensure you publicise what you are doing to the broader workplace so that non-members can see that UNISON delivers for members and that there are real benefits to joining the union.

There may well also be added benefits for the branch including improving relations with the employer and building up your negotiating skills.

What to do when you get an agreement

- Take a photo of you signing it with management and Tweet it, Instagram it or Facebook it. Tag the UNISON social media accounts so we can share it nationally.
- Put an article in the branch newsletter or regular branch email.
- Make a poster for notice boards telling members about the new policy and that it is a UNISON achievement.
- Send UNISON a copy of your completed agreement that we can add to our bargaining database so that other branches can learn from your success. Send it to bsg@unison.co.uk

Resources

UNISON's Proving Disability and Reasonable Adjustments Guide includes a directory of impairments with examples of reasonable adjustments

UNISON's Disability Leave Bargaining Guide and Model Policy can be used to negotiate disability leave as a reasonable adjustment

Employers Frequently Asked Questions

What does the law say?

The Equality Act 2010 says that employers must provide reasonable adjustments to disabled job applicants, workers and former employees who face a substantial (ie more than minor or trivial) disadvantage in comparison to someone who is not disabled. If employers do not provide reasonable adjustments where they have a duty to do so, then they may face Employment Tribunal claims. Tribunals have wide-ranging powers to award compensation and make recommendations against employers who have unlawfully discriminated against disabled staff.

What is a reasonable adjustment?

A reasonable adjustment is a change or step that levels things up for a disabled person at work who faces a substantial disadvantage when compared to someone who is not disabled. Each adjustment is unique to an individual's circumstances, but will focus on a physical feature of the work premises, a 'provision, criterion or practice' (for example a workplace policy), or provision of an auxiliary aid such as speech to text software.

Isn't it all about installing ramps?

No, the duty is much wider and applies to people with physical and mental impairments. In fact, for many staff the changes needed are to policies and practice, rather than changes to 'bricks and mortar'. For example, a disabled worker might need a period of disability leave to attend appointments with medical advisers or they might need a change to their performance targets.

Won't it cost us a lot of money?

Many adjustments don't cost any money at all. For example, changing working patterns to allow for a later start or home working might not cost anything

at all. Other adjustments such as footrests or more appropriate computer mouse sticks can be low cost but make a big difference to the worker's productivity.

A disabled worker may be able to apply to Access to Work to assist with costs involved in making adjustments – www.gov.uk/access-to-work Access to Work will typically cover the majority of costs associated with workplace adjustments.

Why should I agree a reasonable adjustments policy?

Having an agreed policy will demonstrate to your staff that you are a good employer who cares about staff wellbeing. It also offers a clear procedure which should reduce the time your organisation spends on dealing with individual cases. In addition, provided that managers are given adequate support and training, it should help to reduce the chance of staff claiming the organisation has committed unlawful disability discrimination to an Employment Tribunal.

Shouldn't we treat everyone the same? Isn't it unfair to treat disabled workers better?

No. In fact, the duty to make reasonable adjustments positively requires employers to treat disabled people more favorably than someone who is not disabled. This is necessary to reduce the substantial disadvantage caused to the disabled person.

Which disabled staff are covered by the reasonable adjustment duty?

The duty applies to job applicants, workers (which is defined widely to include apprentices, contract workers and even some self-employed) and former employees of the employer. However, the employer must know, or ought reasonably to have known, the person is disabled for the duty to arise.

What if we just can't afford to make adjustments for disabled staff?

Although the law allows employers to take into account the cost of making the adjustment and the extent of the employer's resources, case law has shown that the overall financial resources of the employer need to be taken into account. For example a large employer might need to take a decision based on the overall organisational budget, not local budgets. In addition the availability of Access to Work funding should be taken into account and in many cases this will help cover the costs.

Rather than just looking at it in money terms, the most important factor is whether the adjustment will work and reduce the disadvantage experienced by the disabled person. The effect on the workplace is relevant too, but concerns about detrimental impact on non-disabled colleagues should not be the deciding factor for an employer when determining whether it is reasonable to make an adjustment for a disabled person.

Are there any exemptions to the reasonable adjustment duty?

No. Where the duty to make reasonable adjustments arises there are no exemptions for an employer, but most disagreements arise from whether the adjustments are reasonable or not.

Is there a list of what is 'reasonable'?

Not in the Equality Act 2010, but the Equality and Human Rights Commission has produced a Code of Practice that explains what may be relevant. See: <https://www.equalityhumanrights.com/en/publication-download/employment-statutory-code-practice>

Each disabled worker is different and each will face their own set of barriers. There is no 'one size fits all' list

of adjustments. This is why it is important to have an agreed policy and a process that includes the disabled worker setting out what they need and the employer discussing this with them.

However there are many examples of reasonable adjustments that may be appropriate in some cases. These include:

- Doing things another way, such as allowing someone who experiences social anxiety to have their own desk instead of hot-desking
- Making physical changes, such as installing a ramp for a wheelchair user or an audio-visual fire alarm for a deaf person
- Letting a disabled person work somewhere else if required, such as on the ground floor for a wheelchair user
- Changing equipment, such as providing a more appropriate keyboard or voice-recognition software for someone with chronic arthritis
- Allowing flexible hours or part-time working.

Where Occupational Health says the adjustments requested aren't reasonable can we refuse them?

Not necessarily. An Occupational Health report is only part of the picture and employers have to look at the request in the round, using the concept of "reasonableness". The most important consideration is whether an adjustment will remove the substantial disadvantage experienced by the disabled person. This is why it is best to have an agreed policy which can be used to support proper consideration of the request, rather than an opinion from Occupational Health which may be too narrowly focussed.

What if the staff member never told us they were disabled?

The law says that the employer has a duty to make reasonable adjustments where they knew or ought to reasonably have known that the person was disabled. This means that an employer must infer a person is disabled in some circumstances, even where the person didn't say they were disabled. Some impairments (such as blindness and cancer) are deemed to automatically mean the person is disabled. Others will be apparent from other information, such as a report from a medical adviser. Having a reasonable adjustments policy will help to ensure that managers check if staff might be disabled and require support.

What if we don't believe the employee is actually disabled?

The Equality Act says that a person is disabled if they have a physical or mental impairment that has lasted or is likely to last 12 months or more and it has a substantial adverse effect on their normal day to day activities. Cancer, HIV/AIDS and MS are covered from the date of diagnosis. Previous disabilities are also covered. "Substantial" has been found by the courts to mean "more than trivial". Short sightedness that is corrected by glasses and hay fever are not covered by the Equality Act definition of a disabled person.

If you don't believe a worker is disabled you might still want to look at offering them adjustments if it will assist them in doing their job. However if you refuse the worker on the grounds that they are not disabled you may well face a claim about disability discrimination. Having a reasonable adjustments policy can help to reduce the risk of such legal challenges.

How do we make sure other staff don't feel disabled staff get better treatment?

The duty to make reasonable adjustments involves taking positive steps for disabled staff who otherwise face substantial disadvantage in comparison to those who are not disabled. The best way of ensuring all staff understand this is to agree a clear policy and promote it widely within the organisation. Disability awareness training can also help to embed an understanding of equality amongst staff.

Appendix 1

Agreement on Reasonable Adjustments

This Agreement is made between [THE EMPLOYER]
and UNISON, a registered Trade Union.

This agreement comes into force on: [DATE]

This agreement will be reviewed on: [DATE]

Signed on behalf of [THE EMPLOYER]

Date

Signed on behalf of UNISON

Date

Reasonable Adjustments Model Agreement

1 Introduction

- 1.1 The purpose of this agreement is to provide disabled employees with reasonable adjustments to prevent or reduce the disadvantage they face due to their impairment or condition.
- 1.2 This agreement covers all disabled employees of [THE EMPLOYER] (see section 5) and sets out our approach to reasonable adjustments and the procedures for agreeing and implementing them (see section 7). There is no minimum service requirement [THE EMPLOYER'S] contract workers, trainees, apprentices and job applicants are included as part of this agreement.
- 1.3 This agreement complements, but is not restricted by other policies and agreements, including sickness and capability policies, and equal opportunities policies, including [LIST OF RELEVANT POLICIES].

2 General Principles

- 2.1 Disabled people face discrimination and disadvantage in the workplace and society. The skills and experience of disabled employees are highly valued and UNISON and [THE EMPLOYER] are committed to the social model of disability and to supporting disabled employees by removing access barriers, tackling discrimination that they face, and implementing best employment practice.
- 2.2 [THE EMPLOYER] and UNISON are committed to resolving any issues relating to disabled employees by negotiation and agreement where possible, and avoiding recourse to Employment Tribunals.
- 2.3 In accordance with the Equality Act 2010 [THE EMPLOYER] will not discriminate against disabled employees but will consider and accommodate all reasonable adjustment needs within a reasonable

timeframe.

- 2.4 In accordance with the Equality Act 2010 [THE EMPLOYER] will work actively to eliminate discrimination against and harassment of disabled people, promote positive attitudes to disabled people and encourage disabled people to participate in public life.

3 What is a reasonable adjustment?

- 3.1 A reasonable adjustment is a change to the work environment or to a workplace policy, criteria or practice that aims to remove or minimise disadvantages experienced by disabled employees and job applicants. (see section 7).
- 3.2 The Equality Act states that the duty to make reasonable adjustments requires employers to take positive steps to ensure that disabled people can access and progress in employment. This goes beyond simply avoiding treating disabled workers, job applicants and potential job applicants unfavourably and means taking additional steps to which non-disabled workers and applicants are not entitled.
- 3.3 Employers subject to the duty cannot argue that there was a justifiable reason why they did not agree reasonable adjustments. The only question is whether the adjustments are reasonable or not.
- 3.4 Every disabled worker will face different barriers and what is 'reasonable' will need to take into account an individual's circumstances and the resources available, including funding from Access to Work.

4 Who is entitled to reasonable adjustments?

- 4.1 All employees who are disabled using the definition in the Equality Act are entitled to reasonable adjustments.
- 4.2 The Equality Act 2010 defines disability as "a

mental or physical impairment that has a substantial and long-term effect on a person's ability to carry out normal day-to-day activities". "Long-term" typically means lasting or likely to last 12-months or more, and HIV infection, cancer, and multiple sclerosis are included from the point of their diagnosis. The effect on daily activities is measured as if the person was not on medication.

4.3 People who have had an impairment in the past but no longer have one, still qualify as disabled under the Equality Act 2010 and are entitled to reasonable adjustments.

4.4 Disabled employees may choose to inform [THE EMPLOYER] and Occupational Health that they are disabled. While this is not obligatory, it is recommended that they do so to facilitate making reasonable adjustments. This information will be kept confidential.

5 Accessibility Passports

5.1 [EMPLOYER] believes that accessibility passports offer a way of ensuring staff can maintain their adjustments when their manager changes or when they move roles within the organisation, reducing time spent on re-negotiating already agreed adjustments.

5.2 Employees will be proactively encouraged to complete an Accessibility Passport form and facility time will be allowed where the staff member requests union support in completing it. Where the employee would prefer a meeting to discuss their needs this will be arranged.

6 Reasonable Adjustments procedure

6.1 The procedure for agreeing reasonable adjustments is as follows:

6.1.1 First stage

The disabled employee will complete an Accessibility Passport form and submit it to their manager. If preferred the employee may choose to meet with their Manager on a confidential, individual basis and discuss what reasonable adjustments they need, and the effect of the disability on performance objectives. Employees may choose to be accompanied by a union representative.

6.1.2 The Manager will respond to the disabled employee in writing within 10 working days of submission of the Accessibility Passport form or of the meeting, setting out the adjustments that have been agreed and a clear timetable for implementation.

6.1.3 If agreement cannot be reached then the procedure goes on to the second stage.

6.1.4 Second stage

Further evidence of barriers faced and advice will be sought before a formal meeting. Information will be sought from other parties to help determine what constitutes a reasonable adjustment in the specific circumstances. This will include some or all of:

- a GP or specialist's report (with the employee's consent)
- a report from Occupational Health (with the employee's consent)
- other relevant information from the employee
- advice from Human Resources

consultation with a UNISON representative

- advice from the Disability Employment Advisor at the local Job Centre Plus or another Department for Work and Pensions resource
- Advice from specialist organisations with expertise in the field of the particular barriers the employee faces.

6.1.5 A meeting will then be held that will include the employee, the manager, a representative from Human Resources, and a trade union representative. All relevant information will be circulated to attendees prior to the meeting.

6.1.6 The following issues should be considered:

- is the employee disabled under the Equality Act 2010?
- the effectiveness of the proposed adjustment
- the practicability and cost of the proposed adjustment
- the resources of [THE EMPLOYER] and other financial assistance available (for example, Access To Work funding)

6.1.7 The impairment itself (as opposed to its relationship with the work environment) should not be considered, as it may be discriminatory to do so.

6.1.8 The result of the meeting will be communicated to the disabled worker in writing within 20 working days of the meeting and where reasonable adjustments are agreed a clear timetable for implementation will be included.

6.1.9 If agreement still cannot be reached then the employee has the option of utilising the grievance procedure.

6.2 Some examples of reasonable adjustments include (but are not limited to):

- Doing things another way, such as allowing someone who experiences social anxiety to have their own desk instead of hot-desking
- Making physical changes, such as installing a ramp for a wheelchair user or an audio-visual fire alarm for a Deaf worker
- Letting a disabled person work somewhere else if required, such as on the ground floor for a wheelchair user
- Changing their equipment, such as providing a more suitable keyboard if they have chronic arthritis
- Allowing employees who become disabled to make a phased return to work, for example working flexible hours or part-time
- Allowing a period of paid disability leave for a newly diagnosed disabled worker or a worker experiencing disability-related sickness (see separate Disability Leave agreement)
- Changes to working patterns
- More regular breaks
- A designated car park space
- Modifying sickness absence triggers
- Modifying performance targets
- A quiet space
- Redeployment if adjustments cannot be made to current role

7 Review of reasonable adjustments

7.1 Where reasonable adjustments are agreed, they will be reviewed on an annual basis to assist in planning. These reviews will be supportive, and will not be used to pressure employees into giving up previously agreed adjustments.

7.2 Staff who become disabled, or whose impairment

or circumstances change, may request a review of their reasonable adjustments at any time.

8 Other Issues

- 8.1 Medical information about employees will be kept strictly confidential unless they agree to disclosure. Its use will conform to data protection regulations.
- 8.2 Appeals about reasonable adjustments, on correctly following the procedure, or on other aspects of this agreement will be dealt with under the grievance procedure.
- 8.3 Abuse of the reasonable adjustments scheme is a serious disciplinary offence, and will be dealt with under the disciplinary procedure.

Appendix 2

Model Accessibility Passport

Part 1 – Employee details

Employee name	
Employee/payroll number	
Department/Team	
Manager's name	

1.1 Do you consider yourself to be disabled?*	Yes	No
1.2 Is this the first time you have completed this form or is this a review of an existing one?		
First Time		Review
1.3 If a review, what has changed to prompt the review?		

*For the purposes of the Equality Act 2010 and the Disability Discrimination Act 1995, a disability is defined as a substantial and long-term adverse effect on your ability to carry out normal day to day activities which has lasted or is likely to last for 12 months or more. This includes fluctuating conditions, including mental health problems, and includes HIV, cancer and MS from the point of diagnosis.

Part 2 – The barriers I experience

Thinking of your job and the tasks you undertake, please explain the barriers you face due to your impairment(s) or condition(s):

For example: I experience fatigue in the morning due to medication which causes issues with concentration

Part 3 – Adjustments Required

Please list the adjustments you need to prevent or reduce the barriers you experience at work.

For example: Late start at 10.30am

Part 4 – Outcomes

So that we can ensure that these are the right adjustments for you, please explain how each of the adjustments you requested in Part 3 will prevent or reduce the barriers you listed in Part 2

For example: A late start will allow my fatigue to pass and I will be able to fully concentrate when I get to work.

Part 5 – Declaration and implementation agreement

I will let [EMPLOYER] know if there are changes to my condition or impairment which have an effect on any of my agreed adjustments or if they are not working.

Signature of
Employee

Date

[EMPLOYER] will implement the adjustments agreed in this document and will review them annually and/or on request from the member.

[EMPLOYER] will implement these adjustments according to the following timetable:

Signature of
Manager

Date

Accessibility Passport Guidance

Notes for Managers

1 Duty to inform staff of policy

Managers should ensure all staff are aware of [EMPLOYER'S] reasonable adjustment policy and accessibility passport. This should be outlined to staff as part of their induction and at regular intervals in team communications and one-to-ones.

Where staff have returned from sick leave they should be reminded of the policy and passport.

2 Process

Staff may have reasonable adjustments agreed in any of the following ways:

- Request a meeting with manager to discuss reasonable adjustments. Adjustments agreed and documented using passport form.
- Complete and return passport form. Adjustments agreed by email by manager with no need for a meeting
- Complete and return passport form. Manager meets with staff member to discuss further. Adjustments agreed.

Where adjustments are not agreed at this stage then the formal process is commenced and an Occupation Health review should be requested. No adjustment requests should be refused without an Occupational Health referral.

3 Timetable

When adjustments have been agreed it is important to set out a timetable for their implementation. Where adjustments cannot be implemented straight away, paid disability leave should be allowed to the staff member

until such time as the adjustments are implemented. There should be no unreasonable delay in putting agreed adjustments in place.

4 Review

When adjustments are first agreed there should be regular reviews to ensure they are working. Suggested review timetable for newly agreed adjustments is as follows:

- 4 weeks
- 10 weeks
- 18 weeks

Implemented passports should be reviewed at least once a year, or when the staff member has a change in their circumstances, or when they request a review.

5 Confidentiality

The confidentiality of the staff member should be respected at all times. It is not appropriate to explain the need for adjustments to other staff members without the express consent of the disabled staff member.



UNISON DISABLED MEMBERS EQUALITY